

## Bryan Reo

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**From:** Barbara, Matthew B. <[mbarbara@taftlaw.com](mailto:mbarbara@taftlaw.com)>  
**Sent:** Monday, September 24, 2018 9:44 AM  
**To:** Bryan Reo  
**Subject:** RE: Reo v. Quake Energy - Painesville Municipal Court

FOR SETTLEMENT PURPOSES ONLY – SUBJECT TO EVID. R. 408

Bryan,

As I mentioned below, the narrative is incomplete and will be developed through discovery. I do, however, hope you can appreciate how my client's understanding of the facts affects its settlement posture. Once again, if you have any additional evidence that you are willing to share informally to allow Quake to consider, please let me know. In the meantime, my client's settlement offer remains on the table.

Also, the parties agreed to table written discovery in the efforts of exchanging information to allow both parties to evaluate your client's claims and to attempt to resolve them. If your client is unwilling to abide by that commitment, the parties should agree on a discovery schedule to manage case deadlines.

Thank you.

Matt

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**From:** Bryan Reo [mailto:[reo@reolaw.org](mailto:reo@reolaw.org)]  
**Sent:** Friday, September 21, 2018 7:58 PM  
**To:** Barbara, Matthew B. <[mbarbara@taftlaw.com](mailto:mbarbara@taftlaw.com)>  
**Subject:** RE: Reo v. Quake Energy - Painesville Municipal Court

In light of the recent allegations/accusations/insinuations that my client and/or myself have been involved in some sort of criminal fraudulent conduct viz a viz manufacturing a call by having a mole in the Quake call center, we are going to revoke our stipulated consent to stay discovery and we will be proceeding without delay to conduct discovery.

Please consider yourself advised and instructed not to delete or otherwise modify any emails you have received from personnel, directors, or managers at Quake, as it is my belief those emails are going to be discoverable in so much as they relate to the allegations of criminal conduct you are leveling against myself and my client and they will be relevant to various claims and defenses as we move forward.

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**From:** Barbara, Matthew B. [<mailto:mbarbara@taftlaw.com>]  
**Sent:** Friday, September 21, 2018 5:25 PM  
**To:** Bryan Reo  
**Subject:** RE: Reo v. Quake Energy - Painesville Municipal Court

FOR SETTLEMENT PURPOSES ONLY – SUBJECT TO EVID. R. 408

Bryan,

I communicated your settlement offer to Quake. Quake will pay \$4,500 for a full and complete release of all claims arising from any alleged telemarketing activities involving you and your client. Any settlement must include both Quake, as well as its partners, subsidiaries (if any), and affiliates. And the release would look backward, as well as forward for a ten year term. Other standard settlement terms would also be included, and we can certainly work to agree on language.

Given the evidence we've seen so far, as well as the backstory to this case, this offer seems more than reasonable. As I mentioned during our prior calls, Quake understands that the "call" in issue was placed by a person who logged in from a different campaign and *manually* dialed your client's number. This call was then recorded. It also appears, based on our prior communications, that you (not your father) answered the phone. This lawsuit was then filed the same day; in fact, it was filed about three hours after the call was made. In addition, we have learned that the person who placed the call was with the center for only two days before disappearing, and has never picked up his paycheck. While this narrative is incomplete, the facts that we know paint a very curious picture. And in the event this case proceeds to discovery, Quake will be looking to more fully develop each of these facts.

I look forward to hearing your client's response to Quake's settlement offer. I will be leaving the office soon but will be available via email should you wish to discuss further. Thank you.

Matt

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**From:** Bryan Reo [<mailto:reo@reolaw.org>]  
**Sent:** Friday, September 21, 2018 3:09 PM  
**To:** Barbara, Matthew B. <[mbarbara@taftlaw.com](mailto:mbarbara@taftlaw.com)>  
**Subject:** RE: Reo v. Quake Energy - Painesville Municipal Court

I can call you in about an hour or so.

Bryan Anthony Reo (#0097470)  
REO LAW LLC  
P.O. Box 5100  
Mentor, Ohio 44061  
(Business): (216) 505-0811  
(Personal): (440) 313-5893

Admissions- Ohio Courts and Agencies [#0097470], N.D. Ohio, S.D. Ohio, E.D. Michigan, W.D. Michigan, 6th Circuit, and Court of Appeals for the Armed Forces (#37033)

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On September 21, 2018 3:08:07 PM "Barbara, Matthew B." <[mbarbara@taftlaw.com](mailto:mbarbara@taftlaw.com)> wrote:

FOR SETTLEMENT PURPOSES ONLY – SUBJECT TO EVID. R. 408

Thanks, Bryan. It looks like our clients are close to a mutually agreeable number. Can you give me a call when you get out of the hearing? Quake has some rather specific concerns about the terms of any settlement agreement.

Matt

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**From:** Bryan Reo [<mailto:reo@reolaw.org>]  
**Sent:** Friday, September 21, 2018 2:30 PM  
**To:** Barbara, Matthew B. <[mbarbara@taftlaw.com](mailto:mbarbara@taftlaw.com)>  
**Subject:** RE: Reo v. Quake Energy - Painesville Municipal Court

My client has given me authority for \$4,500 plus filing fee and the release is for all calls and claims up to point of execution. Total amount of \$4,625.

Bryan Anthony Reo (#0097470)  
REO LAW LLC  
P.O. Box 5100  
Mentor, Ohio 44061  
(Business): (216) 505-0811  
(Personal): (440) 313-5893

Admissions- Ohio Courts and Agencies [#0097470], N.D. Ohio, S.D. Ohio, E.D. Michigan, W.D. Michigan, 6th Circuit, and Court of Appeals for the Armed Forces (#37033)

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On September 21, 2018 1:15:26 PM "Barbara, Matthew B." <[mbarbara@taftlaw.com](mailto:mbarbara@taftlaw.com)> wrote:

FOR SETTLEMENT PURPOSES ONLY – SUBJECT TO EVID. R. 408

Bryan,

While we disagree with your liability and damages assessments, I think it may be helpful for us to briefly discuss before this matter escalates through pleadings, discovery, and motion practice. Are you available today for a short call? Thank you.

Matt

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**From:** Bryan Reo [<mailto:reo@reolaw.org>]  
**Sent:** Friday, September 21, 2018 11:07 AM  
**To:** Barbara, Matthew B. <[mbarbara@taftlaw.com](mailto:mbarbara@taftlaw.com)>  
**Subject:** RE: Reo v. Quake Energy - Painesville Municipal Court

Respectfully we have right now, with what I have shown you, 4 TCPA violations, 2 of subsection (b) and 2 of (c) at \$1500 per violation, we also have an additional one for failing to promptly provide a DNC policy, for a total of 5 violations at \$1500 each, and the filing fee and the CSPA violations [at \$200 each]. Your client appears unwilling to even pay full value on 2 violations.

Of course the recent number was not in service, it was a spoofed number which is par for the course with call centers and typical telemarketers.

I believe at this point we will simply let the litigation develop as it develops, see where discovery takes us, and log all fees for the eventual CSPA fee shifting at the conclusion.

Sincerely,

Bryan Reo

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**From:** Barbara, Matthew B. [<mailto:mbarbara@taftlaw.com>]

**Sent:** Friday, September 21, 2018 9:40 AM

**To:** Bryan Reo

**Subject:** Reo v. Quake Energy - Painesville Municipal Court

FOR SETTLEMENT PURPOSES ONLY – SUBJECT TO EVID. R. 408

Bryan,

In the interests of quickly resolving this claim, Quake has increased its offer to \$2,000 for a full and complete release of all your client's claims. Quake is making this offer in good faith, even though your client has identified only one pre-suit phone call and has been unwilling or unable to provide times, dates, or documentary evidence to support his allegations of additional calls. Please let me know at your earliest convenience whether your client is amenable to this proposal.

On a related note, our investigation has determined that phone number that allegedly called your client last week is a Verizon number that is not in service, nor is it affiliated with Quake. Needless to say, this seems highly unusual.

If you have any questions, please call.

Matt

**Taft /**

**Matthew B. Barbara** / Attorney

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